MŽ-KARAN Broj 24-12-0412 Datum 04.12.2024.

CHINA RAILWAY INTERNATIONAL CO., LTD. Br/No. JV-NS-CON-HT-2024-028 Datum/Date 4/12/2024

UGOVOR O IZVOĐENJU HIDROTEHNIČKIH RADOVA U ŽELEZNIČKOJ ULICI U BAČKOJ TOPOLI

Zaključen dana 4.12.2024. godine u Novom Sadu, između:

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, sa sedištem u Beogradu, ul. Rajka Mitića br. 8, matični broj: 29507228, PIB: 110034583 , koje zastupa gospodin **Qi Fengran** (u daljem tekstu: **Izvođač**),

i

MŽ-KARAN, sa sedištem u Novom Sadu - Veternik, Poenkareova 12, matični broj: 55914958, PIB: 102735805, koga zastupa **Željko Karan** (u daljem tekstu: **Podizvođač**)

Preambula

(A) **S OBZIROM DA** je dana 07.07.2018. godine potpisan Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na području Republike Srbije, za deonicu Novi Sad – Subotica – državna granica (Kelebija), između Vlade Republike Srbije, Infrastruktura Železnica Srbije („**Naručilac**“) i Joint Venture China Railway International Co., Ltd. i China Communications Construction Company Ltd., („**Komercijalni ugovor**“);

Nakon prijateljskih pregovora, obe strane se slažu kako sledi.

Član 1.

Predmet ovog Ugovora je izvođenje hidrotehničkih radova u Železničkoj ulici u Bačkoj Topoli u skladu sa prihvaćenom Ponudom Podizvođača br. 24-22/10 od 22.10.2024. godine, koja je sastavni deo ovog Ugovora (u daljem tekstu: Ponuda), kao i na

CONTRACT ON PERFORMANCE OF HYDROTECHNICAL WORKS IN RAILWAY STREET IN BAČKA TOPOLA

Entered into on December 4, 2024, in Novi Sad, by and between:

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, with the registered seat in Belgrade, Rajka Mitica Street no. 8, registration no: 29507228, TIN: 110034583, legally represented by Mr **Qi Fengran** (hereinafter referred to as: **the Contractor**)

and

MŽ-KARAN, with headquarters in Novi Sad - Veternik, Poenkareova street 12, ID number: 55914958, PIB: 102735805, represented by Mr. **Željko Karan** (hereinafter: **Contractor**)

Preamble

(A) **WHEREAS** the Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, for section Novi Sad – Subotica – State Border (Kelebia), was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC (“**Employer**”) and Joint venture of China Railway International Co., Ltd. And China Communications Construction Company Ltd, (“**Commercial contract**”) on July 7th 2018;

After friendly negotiation, both parties agree as follows.

Article 1

The subject of this Contract is the performance of hydrotechnical works in Railway street in Bačka Topola in accordance with accepted Subcontractor’s Offer No. 24-22/10 dated October 22, 2024, which is an integral part of this Contract (hereinafter:

osnovu tehničkog rešenja koji je sastavni deo ovog Ugovora (u daljem tekstu: Tehničko rešenje).

Član 2.

Podizvođač se obavezuje da izvrši radove iz Ponude, a u skladu sa Tehničkim rešenjem, uz pružanje dužne pažnje i stručnosti koja se može očekivati od odgovarajuće kvalifikovanog i sposobnog građevinskog specijaliste sa relevantnim radnim iskustvom.

Član 3.

Ugovorena cena za radove po usvojenoj Ponudi iznosi **22.265.955,00 RSD** (dvadeset dva miliona dvesta šezdeset pet hiljada devetsto pedeset pet i 00/100 dinara), bez PDV-a. Avans pre početka radova 30%.

Ukupna cena je fiksna paušalna cena i obuhvata dobit Podizvođača kao i troškove organizovanja gradilišta, pripremnih radova, pratećeg materijala, rada, opreme i druge direktne ili indirektne troškove Podizvođača. Osim kako je naznačeno u ovom Ugovoru, ugovorena cena ne može se menjati.

Ugovorne strane saglasno konstatuju da Podizvođač ima pravo na korekciju ugovorene cene i naknade za otklanjanje nedostataka u slučaju nepredviđenih troškova koje bi Podizvođač mogao da pretrpi, a koji mogu nastatati kao posledica prethodno izvedenih radova koje Podizvođač nije izveo niti je na te radove mogao da utiče.

Dodatno, Podizvođač ima pravo na korekciju ugovorene cene i naknade za otklanjanje nedostataka u slučaju nepredviđenih okolnosti na lokaciji izvođenja radova i/ili drugih nepredviđenih okolnosti na koje Podizvođač nije mogao da utiče.

PDV će se obračunati u skladu sa zakonom.

Offer), and in accordance with Technical Solution which is an integral part of this Contract (hereinafter: Technical Solution)

Article 2

The Subcontractor warrants to perform the works from the Offer, in accordance to Technical Solution, with the provision of due care and expertise that can be expected from a suitably qualified and capable construction specialist with relevant work experience.

Article 3

The contracted price for the works according to the adopted Offer is **22.265.955,00 RSD** (twenty-two million two hundred sixty-five thousand nine hundred fifty-five and 00/100 dinars), without VAT. 30% advance before the start of work.

The total price is fixed lump sum price and include the profit of the Subcontractor as well as expenses of organizing the construction site, preparation works, accompanying materials, labor, equipment, and other direct or indirect expenses of the Subcontractor. Except as stipulated in this agreement, the contract price cannot be modified.

The Contracting Parties stipulate that the Subcontractor has the right to a correction of the agreed price and compensation for the elimination of defects in the event of unforeseen costs that the Subcontractor might incur and which may arise as a result of previously performed works that the Subcontractor did not perform or could not influence.

In addition, the Subcontractor has the right to a correction of the agreed price and compensation for the elimination of defects in case of unforeseen circumstances at the location of the works, and/or other unforeseen circumstances that the Subcontractor could not influence.

VAT will be calculated in accordance with the law.

Način plaćanja vršiće se na osnovu prihvaćenih ispostavljenih situacija sa valutom plaćanja 30 dana od dana ispostavljanja ispravne situacije.

Podizvođač se obavezuje da ispostavlja situacije na mesečnom nivou, a najkasnije poslednjeg dana u mesecu za radove izvršene u tom mesecu.

IPC se izdaju nakon overe mernih knjiga od strane odgovornog inženjera i Izvođača.

Izvođač garantuje da će verifikovati tačan IPC najkasnije u roku od 5 (pet) radnih dana od datuma njegovog prijema, ali nakon što IPC bude overen od strane odgovornog inženjera i Izvođača.

Ugovorena cena obuhvata kompletan rad, alat i opremu, kao i sve ostale troškove koji terete Podizvođača u vezi sa realizacijom ovog Ugovora.

The payment method will be executed on the basis of accepted issued payment certificates with the payment date being 30 days from the day of the issuance of a correct payment certificate.

The Subcontractor warrants to present IPCs on the monthly basis, and no later than the last day of the month for works performed in that month.

IPC are issued after the certification of measurement books by responsible engineer and the Contractor.

The Contractor warrants to verify an accurate IPC no later than 5 (five) working days from the date of its receipt, but after the IPC is certified by esponsible engineer and the Contractor.

The agreed price includes completed works, tools and equipment, as well as all other costs charged to the Subcontractor in connection with the implementation of this Contract.

Član 4.

Podizvođač se obavezuje:

- da otpočne sa izvođenjem radova odmah po uvođenju u posao;
- da organizacijom izvođenja svojih radova zaštiti objekte, život i zdravlje prolaznika i radnika na gradilištu i životnu sredinu;

- da osigura svoje radnike na obavezno zdravstveno osiguranje i primenjuje mere BZR,
- da uredno održava gradilište;
- da svoj materijal uredno i pravilno uskladišti;
- da svakodnevno po završetku rada ostavlja čista radna mesta;
- obezbedi primjenu mjera zaštite na radu;
- pravilno vodi i vodi dokumentaciju gradilišta i obezbjeđuje dokaze o kvalitetu izvedenih radova, ugrađenih materijala i opreme;

- ukloniti materijalni otpad, šut i sl., nakon završetka ugovorenih radova.

Article 4

The Subcontractor warrants to:

- start performing works immediately after introduction to the work;
- protect the facilities, life and health of passers-by and workers on the construction site and the environment by organizing the performance of their works;
- insure its employees with compulsory health insurance and apply OSH measures,
- properly maintain the construction site;
- to store his material neatly and properly;
- leave clean workstations after each day of work;
- ensure the application of occupational safety measures;
- properly manage and keep the construction site documentation and provide proof of the quality of work performed, installed materials and equipment;
- remove material waste, rubble, etc., after the completion of the contracted works.

- ne oštetiti završenu imovinu izvođača, u protivnom podizvođač će snositi odgovarajuće troškove popravke

- not damage the completed property of the contractor, otherwise the subcontractor shall bear the corresponding repair cost

Član 5.

Izvođač se obavezuje:

- da uvede Podizvođača u posao;
- da izvrši finansijsko izmirenje obaveza prema Podizvođaču za izvršene radove na osnovu izdatih situacija, u rokovima i na način utvrđenim ovim Ugovorom;

- da blagovremeno odobrava i ugovara sa Podizvođačem eventualne naknadne radove nakon što ih odobri Stručni nadzor;
- da izvrši primopredaju radova nakon što ih odobri Stručni nadzor,

Article 5

The Contractor warrants to:

- introduce the Subcontractor to the works;
- perform financial settlement of obligations towards the Subcontractor for the performed works on the basis of issued payment certificates, within the deadlines and in the manner determined by this Contract;
- promptly approve and negotiate with the Subcontractor any subsequent works after the Supervisor approves this;
- hand over the works after the Supervisor approves this.

Član 6.

Garantni rok za izvedene radove i otklanjanje nedostataka koji su posledica grešaka u izvođenju radova je 2 (dve) godina računajući od dana izdavanja Potvrde o preuzimanju celog projekta od strane Naručioca.

Article 6

The warranty period for as-built works and removal of defects which are the consequence of errors in execution of works is 2 (two) years counting from the date of Taking-over certificate for the whole project is issued from the Employer.

Član 7.

Ugovorne strane saglasno konstatuju da će rok za završetak ugovorenih radova dogovarati zajednički, u skladu sa usvojenom dinamikom drugih radova na lokaciji, s tim da svi ugovoreni radovi moraju biti završeni najkasnije do 30.12.2024.godine.

Izvođač ima pravo na naplatu penala u visini od 0,2 % od ugovorene vrednosti ovog Ugovora, za svaki dan prekoračenja roka, stim da ukupna vrednost naplaćenih penala ne prelazi 5% ugovorene vrednosti ovog Ugovora.

Ugovoreni rokovi iz stava 1. ovog člana mogu se produžiti samo izuzetno, ako u toku izvođenja ugovornih radova nastupi viša sila.

Article 7

The Contracting Parties agree that the deadline for the completion of the contracted works shall be agreed jointly, in accordance with the adopted schedule for other works carried out at the site, with the provison that all contracted works must be completed no later than December 30, 2024.

The Contractor has the right to collect penalties in the amount of 0.2% of the contracted value of this Contract, for each day of exceeding the deadline, provided that the total value of collected penalties does not exceed 5% of the contracted value of this Contract.

The agreed deadlines referred to under Paragraph 1 of this Article may be extended only exceptionally, in case of force majeure occurring during the performance of contracted works.

Nove rokove Izvođač i Podizvođač će dogovoriti u pisanom obliku u dogovoru sa Naručiocem, a u svakom slučaju će se rok produžiti najmanje za period trajanja prepreke, određene u napred navedenom delu ovog člana.

Prijem radova vršiće ugovorene strane uz prisustvo Stručnog nadzora i vlasnika instalacija, po završetku radova. O izvršenom prijemu se sastavlja Zapisnik koji potpisuju ovlašćeni predstavnici.

Član 8.

Strane će uvek težiti da sporazumno reše svaki spor koji može nastati u toku izvršenja Ugovora ili je na drugi način povezan sa Ugovorom.
Strane su saglasne da će, u slučaju da nije moguće postići sporazum u roku od 30 dana od dana početka pokušaja rešenja spora, spor biti rešen pred stvarno nadležnim sudom u Novom Sadu.

Član 9.

Ovaj Ugovor važi, proizvodi pravno dejstvo i obavezuje ugovorne strane od dana potpisivanja.
Ovaj Ugovor je sačinjen na osnovu Zakona o obligacionim odnosima, Posebnih uzansi o građenju i Zakona o planiranju i izgradnji.
Ovaj Ugovor se može menjati i dopunjavati isključivo uz obostranu saglasnost ugovornih strana u formi pisanog aneksa ovog Ugovora.

Član 10.

Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primeraka, svaki sa dejstvom originala, od kojih svaka ugovorna strana zadržava po dva.
Ovaj Ugovor je sačinjen u dvojezičnoj verziji, engleskoj i srpskoj, a u slučaju neslaganje između dve verzija merodavna će biti verzija na engleskom.

Prilozi:
-Ponuda Podizvođača

The new deadlines will be agreed by the Contractor and the Subcontractor in writing with the Client, and in any case the deadline will be extended at least for the duration of the obstacle, specified in the above part of this Article.

The acceptance of works will be performed by the Contracting Parties, with the presentence of Expert Supervisor and installations owner, upon the completion of works. Minutes shall be drawn up on the completed receipt, which shall be signed by the authorized representatives.

Article 8

The parties will always strive to amicably resolve any dispute that may arise during the performance of the Contract, or which may be otherwise related to the Contract.
The parties stipulate that should it prove to be impossible to reach an agreement within 30 days from the day of starting negotiations regarding the resolution of a dispute, the dispute shall be ceded for adjudication to the court of jurisdiction in Novi Sad.

Article 9

This Contract is valid, has legal effect and is binding on the Contracting Parties from the day of signing.
This Contract has been drafted in terms of the Law on Contracts and Torts, special regulations on construction and the Law on Planning and Construction.
This Contract may be amended only with the mutual consent of the Contracting Parties in the form of a written annex hereto.

Article 10

This Contract has been executed in 4 (four) counterparts, each with the effect of the original, of which each party shall retain two.
This Contract has been drafted in bilingual form, English and Serbian, in case of a discrepancy between the two versions, the English version shall prevail.

Attachments:
-Subcontractor's Offer

-Tehničko rešenje

-Technical Solution

Za Izvođača/ ***On behalf of the Contractor:***

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD

Mr. Qi Fengran

Za Podizvođača/ ***On behalf of the Subcontractor:***

MŽ-KARAN

ŽELJKO KARAN PR, SZTR MŽ - KARAN, Pančevo, Đenkareova 12

Mr. Željko Karan